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Both the method and result when Syrup of Figs is taken; it is pleasant and refreshing to the taste, and acts gently yet promptly on the Kidneys, Liver and Bowels, cleanses the system effectually, dispels colds, headaches and fevers and cures habitual constipation. Syrup of Figs is the only remedy of its kind ever produced, pleasing to the taste and acceptable to the stomach, prompt in its action and truly beneficial in its effects, prepared from the most healthy and agreeable substances, its many excellent qualities commend it to all and have made it the most popular remedy known.

Syrup of Figs is followed in 50c and \$1 bottles for all leading druggists. Any reliable druggist who may not have it on hand will procure it promptly for any one who wishes to try it. Do not accept any substitute.

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HIGHER COURTS.

FINDINGS OF THE COMMISSION OF APPEALS

Approved by the Supreme Court at its Galveston Sitting—Several Important Cases Settled Finally.

Special to the Gazette.

GALVESTON, TEX., Feb. 23.—The following cases were disposed of upon report of commissions of appeals:

Gulf, Colorado and Santa Fe Railway Company vs. Galveston, Harrisburg and San Antonio Railway and New York, Texas and Mexican Railway Company. Appeal from Fort Bend county. One Dorsey was injured while in the joint employment of the parties to this suit, at their "Union yards" in Rosenberg, Tex., while coupling cars. He instituted suit against the appellant and the Galveston, Harrisburg and San Antonio railway company, and recovered a joint judgment against them, which was affirmed 100 Texas, 145 and was paid by both companies, one-half each. Appellant here sues appellées, and seeks to recover of the Galveston, Harrisburg and San Antonio railway company the amount it paid Dorsey, and of the New York, Texas and Mexican railway company one-third of the judgment paid. The court below did not err in sustaining a general demurrer to the petition as to the New York, Texas and Mexican railway company. The contract which appellant alleged between the three companies to pay, each one-third of the wages, and one-third of the necessary expenses incident to their work at said place, cannot be reasonably construed to require extraordinary expenses as damages recovered by an employee for injuries. Such damages do not constitute an expense "necessary" or fairly "incident" to the work, they are too remote. Appellée company which was not a party to the Dorsey suit is not bound in any way by that judgment. The right of the appellant to recover of the Galveston, Harrisburg and San Antonio railway company must be founded upon the fact that appellant was guilty of negligence resulting in injury to Dorsey, and that the same occurred by negligence of the Galveston, Harrisburg and San Antonio railway company. The court below found that appellant contributed to the injury. Affirmed. Opinion by Hobby, P. J. N. Terry for appellant; Pearson & Balow for Galveston, Harrisburg and San Antonio company; Glass, Calender & Proctor for N. Y. T. & M. Co.

Mary Ann May et al. vs. the San Antonio and Aransas Pass Townsite Company et al. Appeal from De Witt county. This was a suit to set aside certain deeds for fraud and mistake and for want of power in the grantor to convey: also involving the construction of a will. Mary Ann May and certain children of herself and deceased husband, Pat, sue appellées to cancel certain deeds, remove cloud, etc., for want of authority of Mrs. May to convey the land. In the will of Pat May no part of the designated land is devised to any of the children, but the portion of each is defined and the selection and designation is left to be made for them by the mother. She made no designation of them until after the conveyance in question was made. After providing for the children, the will proceeds to bequeath the remaining portions to Mrs. May to control and use as she may see proper. In every respect her own, and makes her executor without bond, but to give bond for the property held in trust, should she marry. Held: That Mrs. May was seized of the land in controversy at time of the conveyance. The will was hers in fee, and not merely for life. She did not convey more than would have remained to her under the will. Making the conveyance is held to be a designation of her part under the will. Affirmed. Opinion by Marr, J. Crain, Kleberg & Grimes for appellant; Proctor & Proctor for appellées.

T. L. Marsalis vs. J. C. Patton. Appeal from Dallas county. The contract between the jury to find with respect to three counts in plaintiff's petition, and the notes set up in reconviction by defendant, and to deduct the amount due on the same from the general finding. The jury failed to find with regard to the specifications in the charge, and hence is not responsive thereto. Reversed and remanded. Opinion by Collier, J. Leake, Shepard & Miller for appellant; Kearby & McCoy for appellées.

Denton Lumber Company vs. The First National Bank of Fort Worth. Appeal from Dallas county. Court did not err in refusing to grant defendant's demand for a jury after the jury docket had been disposed of for the term and the panel discharged. The accepted draft being a negotiable instrument, and plaintiff having purchased it in the usual course of trade, before maturity and in good faith without notice of any vice in the original transaction and for value, was entitled to recover same with protest fees. Affirmed. Opinion by Marr, J. McCormick & Spence for appellant; Thompson & Thompson for appellées.

J. C. O'Connor vs. V. B. Curtis. Appeal from Dallas county. Curtis sued for damages on account of injuries received by fire in consequence of the "fire wall and cornice" of a building belonging to defendant and overhanging the street falling down upon her while walking along the street. Plaintiff recovered a verdict for \$100. Questions here presented were decided adversely to appellant in companion case reported in 16 S. W., Rept. 628. Affirmed. Opinion by Marr, J. Crawford & Crawford for appellant; Robertson & Gray for appellées.

The Missouri Pacific Railway Company vs. J. F. Martino. Appeal from Dallas county. Suit by appellee to recover damages resulting from injuries received by him in traveling from St. Louis to Dallas. Verdict for appellee for \$300. The facts show that Martino bought a round-trip ticket at Dallas to St. Louis and return. She, with her child, went to St. Louis and when she started on her return trip went to the ticket agent of appellee to get ticket stamped and to sign it according to contract; that the agent said it was "no good" and refused to stamp it; that he boarded the train and started home; the conductor took her baggage check as security for fare, refusing the ticket and she having no money. The second conductor on her trip, passing through the train struck her on the head as she sat with her head resting on the back of the seat in front of her, and demanded her ticket; she showed it to him and he said it was "no good," and demanded money, jewelry or her watch or he would put her off the train; she gave him her watch; she was very much distressed. She asked him about a trunk check, and he said he had given the other conductor. He said he knew nothing about it. She told him her name and offered to identify herself. He said, "I don't want any explanation, etc." When she handed him the trunk check, he was crying when she passed Denison. The conductor at her request got her a ticket at Denison for Dallas and left her ticket there. She met her husband at depot and was very much distressed, and was crying. He sent \$30.45 and redeemed her watch. She was sick several days. The conductor denied striking her on the head and treating her roughly. The tender and offer of Mrs.

Martino to perform the contract, and the refusal of the agent to observe it did not relieve the appellant of its duty to transport her. Pain and anguish suffered by the husband on account of injuries to the wife are not an element of damages. The court in its charge, however, eliminated this claim from the jury in effect. The evidence is sufficient to support the verdict. Plaintiff's evidence is true, which the jury found it was. It presents a case of gross insults and indignities inflicted upon her by a brutal conductor in appellant's employ. Affirmed. Opinion by Fisher, J. Alexander and Clark for appellant, A. S. Rathbun and S. H. Russell for appellées.

Hughes Bros. Real Estate and Loan Association vs. Frank Smith. Appeal from Dallas county. The agreement concerning the change made in the quality of iron that should go into the fence did not have the effect of making it a new contract independent of that provided for in the written agreement. It was evidently intended that it should be controlled by the terms of the written agreement. Affirmed, with 10 per cent damages added. Opinion by Fisher, J. Coombes & Gano for appellant, Charles I. Evans for appellées.

The Dallas and Waco Railway Company vs. W. M. Kinnard. Appeal from Dallas county. Suit by appellee for damages to land alleged to have been caused by overflow of water caused by the embankment of appellant's road across the bottom in which his land lies. The jury gave him \$1818. The measure of damages was properly given in the charge to the jury. It was not improper to allow for permanent injury to the land, the depreciation thereof, and in addition thereto the value of the cotton destroyed. Growing crop is personal property and is not subject to the measure of damages, but in this case it was matured and ready to be gathered. The correct rule is that when land has been damaged the measure would be the injury occasioned by such successive overflows, and the value of the land had been permanently depreciated in value from constant overflow. Title was sufficiently shown. Plaintiff had lived on it for thirty odd years. The verdict is large, and while it might be considered evidence against the amount allowed, there is evidence to support the verdict and it will not be disturbed. Affirmed. Garrett, C. J. Alexander & Clark for appellant, Cobb & Guffy for appellées.

Gulf, Colorado and Santa Fe Railway Company vs. J. P. Fredericks. Appeal from Dallas county. Suit for damages to land by overflow of water alleged to have been caused by embankments constructed by appellant. After special exceptions to the petition were sustained by the court below the petition presented an action for depreciation permanently in value of the land alone. It was improper for the court to submit an issue to the jury as to temporary damages. The verdict is for temporary damages. The evidence is at least sufficient to authorize recovery for temporary damages. Reversed and remanded. Opinion by Garrett, J. Alexander & Clark and J. W. Terry for appellant; Charles E. Clait and Thompson & Thompson for appellées.

L. Miller & Co. vs. Texas and New Orleans Railway Company. Appeal from Orange county. Appellants sued to recover the cost of furniture after the destruction of a freight car by fire. The bill of lading introduced in evidence showed a bill of lading given by another company at shipping point, showing that the freight should not be counted at cents per 100 pounds. Appellant introduced in evidence depositions to show a joint undertaking between appellee and receiving company. Witnesses testified to an arrangement of receiving company with the "Southern Pacific" system. This was stricken out because it did not connect appellee with the contract. Verdict for defendant. Court cannot take judicial knowledge that appellee is a part of the Southern Pacific system. Court did not err in striking out the depositions. Joint liability or ratification of appellee will not be presumed because it received and transported the freight, and collected the charges. No partnership was alleged. Affirmed. Opinion by Garrett, P. J. Bullett & Bullett for appellant, Perryman & Gillespie for appellées.

AT THE STATE CAPITAL

The Penitentiary Board in Session—Sent to the Legislature.

Austin, Tex., Feb. 24.—The penitentiary board met today to complete the purchase of the Rogers farm. The governor not having returned, the board adjourned without action until tomorrow.

Chartered.—The Luling hose company No. 1, capital, \$1500; the La Fortuna mining company of San Antonio, capital, \$150,000. The secretary of state has mailed copies of the governor's message and of the revised constitution to members of the legislature.

A CHILD DROWNED.

A Six-Year-Old Girl Wanders from Home and Falls in a Creek.

Special to the Gazette.

GAINESVILLE, COCKER COUNTY, TEX., Feb. 24.—Yesterday afternoon the six-year-old daughter of Mr. Ruppenger, a farmer near here, wandered away. The child was not missed until dark, and search was instituted, but no trace of her was found until this afternoon, when her dead body was discovered in Elm creek, a mile from home. It is thought she walked into the water after dark.

SAFE AND EFFECTIVE.

BRANDER'S PILLS are the safest and most effective remedy for indigestion, irregularity of the bowels, constipation, biliousness, headache, dizziness, malaria, or any other ailment arising from impure blood. They have been used in all countries for over fifty years, and the thousands of unimpaired and robust men and women who have used them, and their constant use in hospitals, are the best evidence that they perform all that is claimed for them.

Sold in every drug and medicine store, either plain or sugar coated.

Wire is currency in East Africa.

ASA NERVE TONIC

Dr. S. L. Williams, Clarence, Iowa, says: "I have used your Nerve Tonic for a number of years, and it has cured me of all my ailments. It is a most valuable remedy, and I can always get it when I need it."—FREDERICK E. FINCH, New York City.

Onaga, Kan., hasn't a lawyer.

Two or three hundred dollars' worth of goods or money, sent for \$1.00 in Dr. Williams' Pink Pills for Pale People.

In Japan opium smoking is forbidden.

None but ten years' old brandy is Nelson Whisky served at the Mansion bar.

Non-Citizen Physicians.

Special to the Gazette.

TABLETOWN, I. T., Feb. 24.—The medical board of the Fifth judicial district of the Cherokee Nation, having been in session at this place since Tuesday, adjourned today. It was decided by the board that non-citizen physicians who wish to practice in the Cherokee Nation must be examined before the board and get license to practice, and in case they do not comply with this requirement they shall be decided intruders in the country and ejected accordingly.

For the University.

Special to the Gazette.

HILLSDALE, TEX., Feb. 24.—Dr. Fitzhugh of the State university of Austin was here yesterday examining the graduates of the city public schools with the purpose of finding out if they are sufficiently advanced to meet the necessary requirements for entering the university on finishing their studies here.

His report was very favorable.

POND'S EXTRACT

WILL CURE PILES

"I have long known its value in bleeding piles. It is the prince of remedies in all forms of hemorrhoids."—Dr. A. M. COLLINS, Cameron, Mo.

CATARRH

"Have been a constant sufferer for years from severe colds in head and throat. Tried many different remedies, but nothing relieved me until I used Pond's Extract. It cured me, and has effected almost a permanent cure."—FREDERICK E. FINCH, New York City.

SORE EYES

"It acts like magic in ophthalmia. I like it so much for sore eyes."—Rev. M. JAMESON.

LAMENESS

"I strongly recommend Pond's Extract for lameness, and use it constantly."—MICHAEL DONOVAN, N. Y. Athletic Club.

SORENESS

"Had a large swelling sore on my ankle, which had eaten to the bone. For nine months I doctored to no purpose. Tried a bottle of Pond's Extract, and it cured me immediately."—MILNE W. BATTY, Lockport, N. Y.

BRUISES

"Pond's Extract has been used with great benefit by our family in many cases of bruises, and has proved very beneficial."—THE SISTERS OF THE POOR, New York City.

STRAINS

"I have been describing Pond's Extract and its value as a remedy in strains and sprains, and like character."—W. A. BULLOCK, M.D.

BURNS

"Had my left hand severely burned, and lost the use of it completely. Secular relief was given by the use of Pond's Extract in twelve hours."—Mrs. A. SHERMAN, New York City.

HEMORRHOIDS

"Am troubled with hemorrhages from lungs, and find Pond's Extract the only remedy that will control them."—GEORGE W. WARNER, Scranton, Pa.

INFLAMMATIONS

"I have used Pond's Extract in a case of long standing internal inflammation, and obtained relief in a few hours."—JAMES E. READE, Philadelphia.

and should be always kept on hand for emergencies.

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THE LOCAL TIME CARD IN EFFECT JULY 19, 1891.

GOING SOUTH—LEAVE		DAILY		GOING NORTH—ARRIVE	
No. 4+	No. 2+	STATIONS.		No. 1+	No. 3+
3:00 p. m.	4:30 a. m.	Houston	10:30 p. m.	11:30 a. m.	
4:30 p. m.	6:00 a. m.	Baytown	11:30 p. m.	12:30 p. m.	
6:00 p. m.	7:30 a. m.	Galveston	12:30 p. m.	1:30 p. m.	
7:30 p. m.	9:00 a. m.	Port Neches	1:30 p. m.	2:30 p. m.	
9:00 p. m.	10:30 a. m.	Port Arthur	2:30 p. m.	3:30 p. m.	
10:30 p. m.	12:00 p. m.	Beaumont	3:30 p. m.	4:30 p. m.	
12:00 p. m.	1:30 p. m.	Orange	4:30 p. m.	5:30 p. m.	
1:30 p. m.	3:00 p. m.	Rockport	5:30 p. m.	6:30 p. m.	
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10:30 p. m.	12:00 p. m.	Rockport	11:30 p. m.	12:30 p. m.	

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WINTER OFFICE IN DALLAS

From Dec. 1st to the middle of January, one of the doctors will be in daily attendance at the Dallas office, and will receive his personal attention. They make NERVOUS, BRUISES, CATARRH, and all other diseases, whether it results from youthful indiscretion or excess. Their long and successful treatment of this class of disease, together with their high professional standing generally, have given the Drs. Davieson the national reputation they so well deserve. They also treat all kinds of Diseases, Skin Trouble and all other ailments with marked skill and ability. Their fees are very moderate and made payable in easy installments. They have just published a new edition of their very interesting and useful book on "Practical Observations on Nervous Debility," with a most important "Essay on Marriage." This work should be in the hands of every young man, and could be read with profit by many older ones. It is sent free on application. Address

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